

Valley Crest Homeowners Association

Parental Consent and Assumption of Risk, Waiver, and Release of Liability for

Motorized Skateboards and Motorized Scooters

The Valley Crest Homeowners Association ("Association") has recently adopted revised Rules and Regulations regarding the clarification of recreational use within the Association. Specifically, the Board of Directors of the Association ("Board") has adopted new regulations and guidelines to provide for the use of motorized skateboards and motorized scooters ("Motorized Activity") by residents of the Association ("Residents").

Accordingly, the Association has put in place regulations that allow for minor children to participate in Motorized Activity within the Association property ("Community") with the requirement that parents/legal guardians ("Parent") of minor children are required to sign and execute a waiver of liability and release of all claims against the Association. Furthermore, it is understood that operation and participation in Motorized Activity by children could result in injury.

In consideration of Association's permission for the use by my minor child ("Minor") of motorized skateboards and motorized scooters within the Community:

I _____, the undersigned Parent, consent to the Minor's participation in Motorized Activity within the Association and agree as follows:

As a Resident of the Association, I am entitled to engage in Motorized Activity and travel through the Community. Resident's rights and privileges with respect to the use of motorized skateboards and motorized scooters within the Community are subject to the terms and conditions of the Association's Governing Documents including any and all Rules and Regulations promulgated by the Board of Directors of the Association. Use of motorized skateboards and scooters within the Community by Resident and Resident's family (including children), at all times requires following all applicable Rules and Regulations. Resident shall be solely and entirely responsible for compliance with any and all Rules and Regulations by Resident and Resident's family (including children.)

By signing this agreement, I acknowledge the nature of the danger and risk posed by the use of motorized skateboards and motorized scooters and the Minor's experience and capabilities and believe the Minor to be qualified to operate either a motorized skateboard or motorized scooter within the Community. I understand the use of motorized skateboards and motorized scooters are inherently dangerous and such activity could lead to serious bodily injury including permanent disability, paralysis or death and voluntarily assume all of the foregoing risk that the Minor may be exposed to or cause by engaging in such Motorized Activity. I understand that the risk of injury to the Minor or others as a result of the Minor's participation in Motorized Activity may result from the actions, omissions, or negligence of the Minor or myself and others, including, but not limited to, Association employees, agents, volunteers, and fellow Residents and their families. I am voluntarily allowing the Minor's participation in this activity with knowledge of the risks involved and hereby agree to assume and accept any and all inherent risks of personal injury or death, despite the Association's reasonable efforts to mitigate such risks associated with participating in Motorized Activity within the Community.

I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the Valley Crest Homeowners Association, and all their officers, directors, employees, and agents (hereinafter referred to as "Releasees") from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I or the Minor sustain to person or property or both but not limited to any claims, actions, causes of action, judgments, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in with the Minor's Motorized Activity within the Community whether caused by the negligence of the Releasees or otherwise. To the extent authorized by law, I, individually and on behalf of the Minor and my heirs, successors, assigns and personal representatives, hereby release and forever discharge the Releasees from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney fees, which arise out of, occur during, or are in any way connected with the Minor's participation in Motorized Activity within the Association whether caused by the negligence of the Releasees or otherwise.

I further expressly agree that the foregoing Assumption of risk, Waiver and Release of Liability Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Nevada. In signing this document, I hereby acknowledge that I have read this entire document, and that I understand its terms, that by signing it I am giving up substantial rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature of Parent/Guardian: _____ Date: _____

Print Name-Parent/Guardian: _____ Address: _____